

(A)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MAR 10 2008
FILED

MAR 10 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

v.

MARIA AVILA

No. 08 CR 140-01
Magistrate Judge Valdez

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on February 25, 2008, and for and in consideration of bond being set by the Court for defendant MARIA AVILA, in the amount of \$60,000, being secured by real property, LUIS AVILA and MARIA AVILA hereby warrant and agree:

1. LUIS AVILA and MARIA AVILA warrant that they are the sole record owners and titleholders of the real property located at 1224 Clausen Drive, El Paso, Texas, described legally as follows:

LOT 5, BLOCK 18, CIELO VISTA PARK, AN ADDITION TO
THE CITY OF EL PASO, EL PASO COUNTY, TEXAS,
ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME
4, PAGE 40, REAL PROPERTY RECORDS, EL PASO COUNTY,
TEXAS.

LUIS AVILA and MARIA AVILA warrant that there is one outstanding mortgage against the subject property and that the equitable interest in the real property is at least \$60,000.

2. LUIS AVILA and MARIA AVILA agree that their equitable interest in the above-described real property may be forfeit to the United States of America should the defendant MARIA AVILA fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. LUIS AVILA and MARIA AVILA further understand and agree that, if defendant

MARIA AVILA should violate any condition of the Court's release order, and their equity in the property is less than \$ 60,000, they will be liable to pay any negative difference between the bond amount of \$60,000 and their equitable interest in the property, and LUIS AVILA and MARIA AVILA hereby agree to the entry of a default judgment against them for the amount of any such difference. LUIS AVILA and MARIA AVILA have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. LUIS AVILA and MARIA AVILA further agree to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. LUIS AVILA and MARIA AVILA understand that should defendant MARIA AVILA fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.


4. LUIS AVILA and MARIA AVILA further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. LUIS AVILA and MARIA AVILA further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant MARIA AVILA, they are subject to a felony prosecution for making false statements and

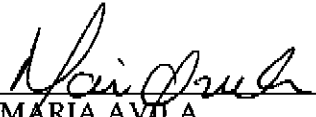
making a false declaration under penalty of perjury. LUIS AVILA and MARIA AVILA agree that the United States shall file and record a copy of this Forfeiture Agreement with the El Paso County Clerk as notice of encumbrance in the amount of the bond.

6. LUIS AVILA and MARIA AVILA hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

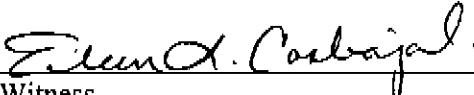
Date: March 06, 2008


 LUIS AVILA
 SURETY/GRANTOR

Date: March 06, 2008


 MARIA AVILA
 SURETY/GRANTOR

Date: March 06, 2008


 Witness

Return to:

Ann Bissell
 U.S. Attorney's Office
 219 S. Dearborn, 5th Floor
 Chicago, Illinois 60604
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